

EXHIBIT I

State of Alabama Unified Judicial System Form C-34 Rev 6/88	SUMMONS -CIVIL-	Case Number CV 2009- <u>685 WAM</u>
IN THE <u>CIRCUIT</u> COURT OF <u>ETOWAH</u> COUNTY		
Plaintiff <u>VESTER HILL, Individually and d/b/a Hill Estates</u> v. Defendant <u>Nationwide Property & Casualty Ins. Co and agent Frank Amos</u>		
NOTICE TO <u>Nationwide Property & Casualty Insurance Company, c/o Frank Amos, 118 Church Street, Suite 4, Rainbow City, Alabama 35906-6263</u>		
THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF OR PLAINTIFF'S ATTORNEY <u>JAMES S. HUBBARD</u> WHOSE ADDRESS IS <u>HUBBARD & KNIGHT, 1125 Noble Street, Anniston, Alabama 36201</u> .		
THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN <u>30</u> DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.		
TO ANY SHERIFF OR ANY PERSON AUTHORIZED by the Alabama Rules of Civil Procedure:		
<input type="checkbox"/> You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant. <input type="checkbox"/> Service by certified mail of this summons is initiated upon the written request of _____ pursuant to the Alabama Rules of Civil Procedure.		
Date <u>11/12/09</u>	 Clerk Register By: <u>gk</u>	
<input type="checkbox"/> Certified Mail is hereby requested. Plaintiff's/Attorney's Signature _____		
RETURN ON SERVICE:		
<input type="checkbox"/> Return receipt of certified mail received in this office on _____ (Date) <input type="checkbox"/> I certify that I personally delivered a copy of the Summons and Complaint to _____ in _____, County, _____ Alabama on _____ (Date)		
Date _____ Type of Process Server _____		
Server's Signature <u>BILLY YATES</u> Address of Server _____ Phone Number of Server _____		

IN THE CIRCUIT COURT OF ETOWAH COUNTY, ALABAMA

VESTER HILL, individually and d/b/a)
Hill Estates,)
Plaintiff,)
v.) CASE NO.: CV-2009-685 WAM
NATIONWIDE PROPERTY &)
CASUALTY INSURANCE CO.,)
and its agent, FRANK AMOS)
A, B, C, and D, Whose true)
names are otherwise unknown)
Plaintiff but will be added by a)
when correctly ascertained,)
Defendants.)

COMPLAINT

Now comes the Plaintiff, Vester Hill, individually and d/b/a Hill Estates and states his claims for relief against Defendants, Nationwide Property & Casualty Insurance Co., and its agent, Frank Amos, and A, B, C, and D, whose true names are unknown to Plaintiff but will be added by amendment when correctly ascertained, as follows:

1. This Court has jurisdiction of this civil action in that the Plaintiff is an individual resident of Etowah County, Alabama, the Defendants all do business by agent in Etowah County, Alabama, all of the material facts of the subject transactions occurred, and the breaches and torts by the Defendants occurred in this State and County, and the Defendants are otherwise subject to the jurisdiction of this Court.

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2. Heretofore on and after July 10, 2007, Defendant Nationwide Property & Casualty Insurance Co. and its agent, Frank Amos, sold a certain policy or policies of insurance to cover the home and contents, at 2983 Kershaw Quarter, Gadsden, as to property with interests owned

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by Plaintiff, Hill Estates (and thus Vester Hill) and one Jason Green, and to provide other and further coverages. Defendant Nationwide Property & Casualty Insurance Co. and its agent, Frank Amos represented in writing on and again after July 10, 2007 in a "Homeowner Customer Notice" addressed directly to and at Hill Estates (which Notice bore the name of Jason Green) that the declarations were part of the policy and that under the policy that "First Mortgagee" is "Hill Estates." The same writing from Defendants also stated and represented that "At Nationwide, customer service is a top priority....We consider it a privilege to serve you" and that "Life comes at you fast - be ready with Nationwide." Insurance was issued by Defendant Nationwide Property & Casualty Insurance Co. and the policy was in full force and effect on and as of March 31, 2009.

3. The said Defendants represented to the Plaintiff therefore that Plaintiff was "First Mortgagee" under the policy issued. Plaintiff therefore relied on those representations, and did forgo insisting on other insurance protection and other acts, opportunities, and actions, in reliance on that representation. Defendants now appear to claim that the said representation was false, and if so, it was known by the Defendants to be false when the same was made, constituting, among other things, a promise made with no intention of performing it, fraud and deceit. To his detriment, as a result of said reliance on misrepresentation, the Plaintiff has suffered damage, loss, cost, and expense, and delay in that on or about March 31, 2009, Plaintiff received a call that the home had caught on fire, and after it burned, Defendants now take the position that they will not pay on the policy, claiming the Hill Estates was not a Mortgagee, despite their own statement, agreement and representation that "First Mortgagee" was "Hill Estates." Defendants have failed and refused to pay anything at all under the policy.

4. Defendant sold and issued to Plaintiff and Jason Green a policy or policies of

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homeowner's fire insurance to protect and cover Plaintiff and his real property and related possessions in the event of a fire. Plaintiff and Jason Green paid the premiums due, timely and promptly, each time they were due, to the Defendants. Defendants issued coverage on Plaintiff's home and the items therein. Plaintiff paid the premiums due, timely and promptly, each time they were due if and when Jason Green did not so pay, to the Defendants. Plaintiff experienced the covered fire described above, on March 31, 2009, during the time that the policy was in full force and effect. Plaintiff timely made claim and appropriately and timely documented his claim and performed all conditions precedent. Defendants have, in bad faith, failed and refused to pay numerous items due and owing after repeated requests by the Plaintiff. Defendants have breached the contracts of insurance and are liable to Plaintiff for damages for such breach of contract.

5. The conduct of the Defendants in their bad faith failure and refusal to pay a direct claim for insurance, has caused damage, harm, loss, cost, and expense to the Plaintiff. The Plaintiff has suffered extensively due to the protracted delay and outright refusal, to pay the amounts and values covered by the policy, after respectful requests, followed by lawful demand for payment by Plaintiff.

6. The conduct of the Defendants was gross, intentional, willful, wanton, oppressive, burdensome, and otherwise such as to justify the imposition of punitive damages under applicable Alabama Law.

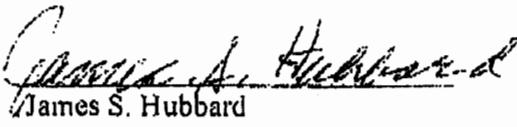
7. As a direct and proximate consequence and result of the breaches of contract, other acts and omissions of the Defendants described in this Complaint, the Plaintiff Vester Hill individually and d/b/a Hill Estates has suffered loss, costs, damages, expense, mental and physical pain and suffering, direct damages, consequential damages, and other harm and injury

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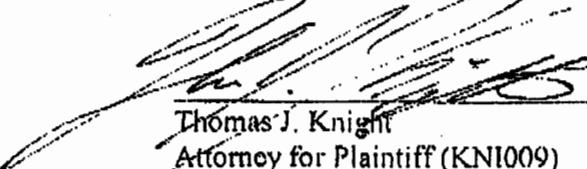
for which he is entitled to recover under Alabama Law.

WHEREFORE the Plaintiff Vester Hill individually and d/b/a Hill Estates demands judgment against all Defendants, jointly and severally, in such sums of compensatory and punitive damages as are fair, just, and lawful, plus the costs of Court.



James S. Hubbard

Attorney for Plaintiff (HUB003)



Thomas J. Knight

Attorney for Plaintiff (KNI009)

HUBBARD & KNIGHT
1125 Noble Street
Anniston, Alabama 36202
(256) 237-9586

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IN THE CIRCUIT COURT OF ETOWAH COUNTY, ALABAMA

VESTER HILL, Individually and)
d/b/a HILL ESTATES,)
Plaintiffs,)
vs.) Civil Action No.: CV-2009-685-WAM
NATIONWIDE PROPERTY &)
CASUALTY INSURANCE COMPANY,)
and FRANK AMOS,)
Defendants.)

NOTICE OF FILING OF NOTICE REMOVAL

TO: Clerk of the Circuit Court of Etowah County
Etowah County Judicial Building
801 Forrest Avenue
Suite 202
Gadsden, Alabama 35901

Pursuant to 28 U.S.C. Section 1441 *et seq.*, the defendants, Nationwide Property & Casualty Insurance Company (hereinafter "Nationwide") and Frank Amos (hereinafter "Amos"), hereby give notice that they have filed a Notice of Removal in the United States District Court the Northern District of Alabama, effecting the removal of the above-styled cause from the Circuit Court of Etowah County, Alabama, to the United States District Court for the Northern District of Alabama. A copy of the Notice of Removal is hereby filed with the Clerk of the Circuit Court of Etowah County, Alabama, by being attached hereto.

Respectfully submitted,

/s/ Kori L. Clement
Kori L. Clement (CLE022)
Attorney for Defendant Nationwide Property
& Casualty Insurance Company
and Frank Amos

OF COUNSEL:

HARE, CLEMENT & DUCK, P.C.
505 North 20th Street
Suite 1010, Financial Center
Birmingham, Alabama 35203
Telephone: (205) 322-3040
Facsimile: (205) 322-5577
E-mail: clem@harelaw.com

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of December, 2009, I electronically filed the foregoing with the Clerk of Court using the AlaFile or CM/ECF system, which will send notification of such filing to the following:

James S. Hubbard, Esquire
Thomas J. Knight, Esquire
Hubbard & Knight
1125 Noble Street
Anniston, Alabama 36203



OF COUNSEL